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AGREEMENT

BETWEEN:

THE COUNTY OF ESSEX

-and-

THE NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL 157

(Essex County Jail Annex Officers)

X JANUARY 1, 1984 - DECEMBER 31, 1986

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AGREEMENT

THIS AGREEMENT, made this day of 1986 for the period of January 1, 1984 to December 31, 1986, between the COUNTY OF ESSEX the Public Employer, with offices at the Hall of Records, Newark, New Jersey, hereinafter referred to as "County" and ESSEX COUNTY CORRECTION OFFICERS, employed at the Essex County Jail Annex, represented by NEW JERSEY STATE POLICEMENS BENEVOLENT ASSOCIATION, LOCAL 157, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the Public Employment Relations Commission has certified New Jersey State Policemen's Benevolent Association Local 157 as the exclusive representative for the purpose of collective negotiations with respect to wages, hours and other terms and conditions of employment for all Correction Officers listed under the Recognition Article hereof and employed at the Essex County Jail Annex.

NOW, THEREFORE, the County and the Association mutually agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to memorialize and to set forth herein the basic agreement covering the terms and conditions of employment to be observed between the parties hereto in order to foster good employer/employee relations.

ARTICLE II. CIVIL SERVICE RULES

Whenever there should appear to be a conflict between the terms of this Agreement on one hand, and the Civil Service Law (N.J.S.A. 11:1-1 et. seq.) and the Revised Civil Service Rules for the State of New Jersey (N.J.S.A. Title 4) on the other hand, the terms of the latter shall prevail. Nothing in this Agreement shall be construed as to override current rules and regulations at the respective institutions where the employees are employed.

ARTICLE III. RECOGNITION

The County recognizes the New Jersey State Policemen's Benevolent Association Local 157 as the exclusive representative of all Correction Officers, Institutional Trade Instructors, and Identification Officers employed by the Essex County Jail Annex, for the purpose of collective negotiations under and pursuant to Chapter 303 L. 1968 (N.J.S.A. 34:13A).

ARTICLE IV. RETENTION OF EXISTING BENEFITS

1. Except as otherwise provided herein, all rights, privileges and benefits which County Correction Officers have heretofore enjoyed and are presently enjoying shall be maintained and continued by the County during the term of this Agreement. However, all County personnel policies and personnel regulations in effect as of the date of this Agreement shall be applicable to all Correction Officers except as otherwise expressly provided herein.

2. The County agrees that it shall not discriminate against any Correction Officer with respect to hours, wages or any terms or conditions of employment by reason of membership in the New Jersey State Policemen's Benevolent

Association Local 157 and its affiliates, participation in any activities of the Association and its affiliates, collective negotiations with the County or institution of any grievance, complaint or proceeding under this Agreement or otherwise, with respect to any terms and conditions of employment.

ARTICLE V. SALARIES

1. Effective January 1, 1984 all bargaining unit employees shall receive a seven percent (7%) across-the-board wage increase or increment, whichever is greater, pursuant to the parties' past practice.

2. Effective February 15, 1985 all bargaining unit employees shall receive a seven percent (7%) across-the-board wage increase or increment, whichever is greater, pursuant to the parties' past practice.

3. Effective January 1, 1986 the County shall implement the following eight (8) step salary guide consisting of six (6) increments of \$1,790.00 and one (1) increment of \$1,756.00 for correction officers; employees not at the maximum step of the salary guide shall advance one step each year subject to the performance evaluation system set forth hereafter. The 1986 eight (8) step salary guide is as follows:

CORRECTION OFFICERS

8	\$27,248
7	25,492
6	23,702
5	21,912
4	20,122
3	18,332
2	16,542
1	14,752

ITIs

8	\$36,015
7	33,385
6	30,754
5	28,123
4	25,492
3	22,861
2	20,230
1	17,599

All ITIs on the payroll as of the date of the Arbitrator's Award shall continue under the County's present practice, negotiated wage increase or increment - whichever is greater, until such ITIs reach maximum. All new ITIs shall receive wage increases based on the 1986 eight (8) step salary guide.

Correction Officers shall be placed on the aforementioned 1986 eight (8) step salary guide pursuant to the following procedure:

<u>1985 SALARY</u>	<u>1986 Salary Guide Placement</u>
\$25,706	\$27,248
22,621	25,492
21,349	23,702
20,186	23,702
19,344	21,912
18,806	21,912
17,794	20,122
15,340	18,332

4. Eligibility for salary increases will be determined as by past practice.

5. Included in the rate of pay for all employees covered by this Agreement is the additional compensation of \$400.00 per year in lieu of overtime pay for any time spent in a lineup, not exceeding fifteen (15) minutes before each shift, provided, however, that the additional compensation shall be continued regardless of whether the lineup is continued or discontinued by the County.

6. Every effort will be made to provide for the payment of overtime

worked the second two week pay period immediately following the two week pay period during which the overtime was worked.

7. The employees represented by this Association shall receive a Safety Allowance of \$200.00 effective January 1, 1984. On or before May 1, 1985 the Safety Allowance shall be increased an additional \$100.00. The Safety Allowance shall thereafter continue at \$300.00.

8. The Association agrees to a one (1) week payroll holdback. The procedure shall be consistent with that employed on a County-wide basis.

9. Effective January 1, 1986 a performance evaluation system shall be instituted as follows:

Increments shall continue to be paid on an automatic basis. However, the County may withhold one-half of an employee's increment under the following conditions:

- a) The employee shall receive at least thirty days notice prior to the time the increment is due to be paid.
- b) The County shall have the burden of proving the withholding of the increment was for good and proper cause.
- c) The employee or the Union shall have the right to challenge, via the grievance procedure and binding arbitration if necessary the evaluation method, format and conclusions by which one-half the increment was withheld. Both the procedural and substantive aspects of the evaluation system may be objected to.
- d) The County may not employ this procedure more than once every two years against a single employee.
- e) The County may elect to pursue performance issues either through

this procedure or normal Civil Service procedures. Should the County elect to utilize this procedure, it shall be precluded from employing Civil Service rules to discipline an employee for the same time period.

ARTICLE VI. UNIFORM ALLOWANCE AND MAINTENANCE

An allowance for uniforms and maintenance of same of \$400.00 per annum shall be made by the County payable on May 1st of that year, upon submission of vouchers evidencing payment therefor submitted to the Administrator of the Essex County Jail Annex and any change in uniform design shall be paid for by the County.

ARTICLE VII. PERSONNEL FILES

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the Office of the Director and/or Governing Body.

Upon advance notice and at reasonable times, any corrections officer of the Department may at any time review his/her personnel file. However, this appointment for review must be made through the Director's Office or its designated representative.

Whenever a written complaint concerning an officer or his actions is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be permitted to place a rebuttal in his/her file. If any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently,

and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the Department shall subject the member to appropriate disciplinary action.

ARTICLE VIII. STAND BY CALL IN

Any Correction Officer who is on call for any tour of duty other than his regular tour shall be paid at straight time for two (2) hours. If called in to work he shall be paid at time and one-half for those hours actually worked.

ARTICLE IX. HOLIDAYS

A. Should an employee be required to work on a day which is a legal holiday as approved by Resolution of the Board of Chosen Freeholders (including the birthday of Martin Luther King), or which shall be declared a legal holiday by the Board of Chosen Freeholders, the County, the President, Congress or the Governor, the employee shall have the following options to be exercised in his/her sole discretion:

1. At the time of posting he/she may elect to be paid at the rate of time and one half and if so elected he/she shall be paid in the next or second check after earned.
2. At the time of posting he/she may elect to be paid straight time for the holiday worked and be granted a day off with pay within one year of the holiday worked. The Administrator's office will be provided with three (3) choices by the employee no later than one (1) month after the day is worked and the day due will be taken at a day mutually agreed upon by the employee and the Administrator's office, provided, however, that no

employee shall be compelled by the Administrator or the County to take a day off which is not agreeable to the employee.

3. In the event the employee has not been permitted to exercise the option set forth in paragraph 2 above, and has not taken a day off within one year of the day worked, each such day will be paid at the rate of additional compensation of one and one-half days salary in his next or second check after the expiration of the one year period.

B. The parties recognize that due days had been accumulated by the employees prior to the date of the Agreement in effect in 1971. These due days are considered as being in the "bank". These due days shall be subject to the following options of the employees .

1. He/she may elect to be paid one day's pay for each day in the bank, at the current rate of pay in effect at the time the election is made. If so elected, he/she shall be paid in the next or second check.
2. He/she may elect to be granted a day off with pay in the next succeeding year provided that these due days will be taken at a date mutually agreed upon by the employee and the Administrator's office and provided further that the election made concerning days falling due falling due from the bank shall be announced by the employee on or before the December 15th next preceding the year in question, and provided further that no employee shall be compelled by the Administrator or the County to take a day off which is not agreeable to the employee.

3. It is agreed that the aggregate number of pay days and due days taken in any one year from the bank shall not exceed ten.
4. He/she may elect not to be paid or not take a day off in which case the days will continue in the bank to be disposed of in each succeeding year as set forth above.
5. It is agreed that the limitation of ten (10) days as set forth above is intended to apply to bank days beginning January 1, 1974, and shall not include or limit holidays worked in the future.
6. During the year employment is terminated, all due days remaining in the bank, notwithstanding that the same exceeds ten, become due at once during that year and the foregoing elections may be exercised for all days remaining in the bank.

ARTICLE X. SENIORITY

Seniority will be given preference in all areas as set forth below:

A. DEFINITIONS:

1. SENIORITY. Seniority is defined as the length of continuous service of permanent correction officers and a list of correction officers listed according to seniority shall be posted annually and shall be kept current by the County.
2. VACANCY OR JOB OPENING. A vacancy or opening is defined as an opening which will continue for at least eight (8) days created by an employee quitting, retiring, being discharged, dying, being transferred, failure to return after a granted leave of absence, a new job or secondary vacancy created by the filling of an initial vacancy.

3. PREFERENCE SHEET. A preference sheet is to be provided by the County for each opening and shall be posted for a period of five (5) days, no more or less, and shall be in a form which permits employees to record their bid for a vacancy or opening.
4. VOLUNTARY TRANSFER LIST. A voluntary transfer list is to be maintained for one (1) year by the County and renewed each year thereafter upon which the employees shall be permitted during that year to record their preference for particular jobs or shifts.

B. INVOLUNTARY TRANSFERS:

An involuntary transfer from one shift to another or one job to another may be made for good cause by the Administrator. When so transferred, the employee may any time thereafter bid on a job or state his preference on the voluntary transfer list as previously set forth.

C. JOB OPENINGS AND VOLUNTARY TRANSFERS:

When an opening occurs, the vacancy will be filled by the employee with the longest seniority provided he is eligible and qualified and provided he has stated his bid or preference for the opening and has had his bid or preference recorded on the preference sheet or voluntary transfer list. The preference sheet is to be exhausted by going from the most senior to the least senior employee before resorting to the voluntary list. Once the preference sheet is exhausted, the vacancy will be filled

from the voluntary transfer list according to seniority, provided once again that the employee is qualified and eligible.

D. REDUCTION IN FORCE:

Reduction in force is to be made in order of least seniority first.

E. RETENTION OF BENEFITS

Nothing contained herein is intended to limit or change the application of seniority under the Civil Service Law and wherever there should appear to be a conflict between this Agreement and Civil Service Law, the latter shall prevail.

ARTICLE XI. ATTENDANCE AT MEETINGS

Whenever it is necessary that the President of the Association or his designee attend a meeting or conference with a Freeholder, or other officer of the County, to discuss County PBA Local 157 business, he shall not suffer any loss of pay; provided, however, that approval is previously obtained from the Administrator.

ARTICLE XII. RESOLUTION OF BOARD OF FREEHOLDERS

1. Resolutions of the Board of Chosen Freeholders of the County affecting the Association on wages, hours, terms and other conditions of employment will be forwarded to the President of the Association in advance of their consideration whenever practicable and within a reasonable period of time after passed.

2. The Association will be notified of any change in institutional policy directly affecting the employees or the inmates.

ARTICLE XIII. PERMANENT EMPLOYEES

The County and the Association recognize the desirability of having Correction Officers who have acquired Civil Service permanent status. This goal is to be achieved by qualifying a majority of personnel as permanent Correction Officers with the ultimate objective of qualifying all personnel as permanent pursuant to the Rules and Regulations of Civil Service.

ARTICLE XIV. PHYSICAL EXAMINATIONS

All employees shall receive a complete physical examination at least twice a year. Yearly x-rays will be made available to all employees at no cost to the employee and the results of the x-rays will be available to them.

ARTICLE XV. PROMOTION

1. Whenever possible, Institutional Trade Instructors shall be promoted from the ranks of Correction Officers. If, according to Civil Service procedures there are no qualified Correction Officers then the Civil Service Department will be requested to conduct a practical examination in the open competitive category.

2. The Correction Officer series shall be: County Correction Officer, County Correction Officer - Sergeant, County Correction Officer - Lieutenant, County Correction Officer - Captain.

3. Promotion examinations shall be open to all permanent employees in the next lower title who have served in that lower title for not less than one (1) year. This is in accordance with Civil Service Regulations.

ARTICLE XVI. IN SERVICE TRAINING

1. Pursuant to the laws of the State of New Jersey made and provided, a program for Correction Officers has been implemented and will be continued as heretofore.

2. All employees who satisfactorily complete and earn thirty (30) credits toward a degree in police science, criminal justice or social sciences having a reasonable relationship to correctional and rehabilitative services earned at any college or university accredited by the Middle Atlantic States Association, shall receive a one-half (1/2) increment increase in pay and an additional one half (1/2) increment increase in pay upon the satisfactory completion and earning of sixty (60) credits in such educational program.

3. The value of the educational incentive shall be calculated pursuant to prior practices for the years 1984 and 1985. Education increments shall be frozen at the 1985 rate as established by contract and past practice.

ARTICLE XVII. LONGEVITY

1. The longevity program will be continued in effect for all permanent employees who were on the payroll as of December 31, 1974, but will be discontinued and inapplicable for all employees hired after December 31, 1974.

2. All longevity increments due on or after January 1, 1976, shall be calculated on the basis of the regular salary increment in effect on December 31, 1975, and shall not be thereafter modified.

3. Effective January 1, 1976, inequities in longevity payments will be eliminated over a five year basis by increasing an affected employee's longevity increment to the extent of twenty percent (20%) of said inequity in each of the

aforementioned five (5) years.

4. Longevity increments will be paid as heretofore, namely, beginning with the pay period following the anniversary date of employment.

ARTICLE XVIII. EXTENT OF COUNTY LIABILITY

1. Whenever any civil action has been or shall be brought against any employee covered by this Agreement for any act or omission arising out of and in the course of, and within the scope of, the performance of the duties of such office, position or employment, the County shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such persons from any financial loss resulting therefrom.

2. Should any criminal action be instituted against any employees entitled to defense in civil actions according to the foregoing paragraph for any such act or omission arising out of his employment with the County, and should such proceeding be dismissed or result in a final disposition in favor of such person, the County shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

ARTICLE XIX. GRIEVANCE PROCEDURE

i. Any dispute, difference or grievance regarding the interpretation, application or violation of policies, administrative decisions and agreements, including this Agreement, affecting Correction Officers shall first be attempted to be settled by means of a conference between the representatives of the

Association and the Administrator or his designee.

2. In the event that such grievance shall not have been satisfied between the parties in the manner provided above, then such grievance regarding the interpretation or application of the provisions of the Agreement shall be submitted to arbitration (subject to the limitations set forth herein) at the request of either party to the New Jersey State Board of Mediation or the Employment Relations Commission who shall designate an arbitrator.

3. The decision of the such designated arbitrator shall be binding upon the parties. The parties agree that the expenses of the arbitration shall be borne equally between them. Only the Association or the County shall have the right to submit a matter to binding arbitration.

4. In order for a grievance to be arbitrable it must be submitted in writing, to the Administrator with a copy to the Personnel Director within ten (10) calendar days of its occurrence. Discussion or conference between the representatives of the Association and the Administrator or his designee with the County occurring after said 90 days is not to be considered a waiver of the right of the County to maintain that a grievance is not arbitrable.

5. The Administrator shall give his answer to a timely grievance submitted to him within ten (10) calendar days after the conference between the parties. If the same is not provided, then the Association has the right to proceed to arbitration upon the end of said ten (10) day period.

6. Any employee who shall be required to testify at or attend hearings, arbitration, mediation, or settlement of any questions or violations of the Agreement, shall not suffer any loss of wages by reason thereof.

ARTICLE XX. VACATIONS

Vacations shall be granted to employees as follows:

First Year: One vacation day for each month of service.

Second through fifth Year: Twelve (12) days.

After five years and up to and including fifteen years of employment: Fifteen (15) days.

After fifteen (15) years of employment up to and including twenty years: Twenty (20) days.

After twenty years of employment: Twenty-five (25) days.

The employee celebrating his fifth, fifteenth, or twentieth anniversary will be granted the additional vacation day during the year in which he celebrated the anniversary. In the event the Legislature enacts into law the Act now known as "20 and out" permitting employees with 20 years of service to retire then the County agrees upon demand by the PBA to reopen this article dealing with vacations for the purpose of renegotiating this article only.

ARTICLE XXI. HOSPITALIZATION, MEDICAL , SURGICAL, MAJOR MEDICAL AND PRESCRIPTION INSURANCE

1. Hospitalization and Medical-Surgical (Blue Cross and Blue Shield) and Major Medical Insurance shall be paid for by the County. The insurance premium therefor shall cover the employee, his spouse and any dependent members of his family, eligible under the insurance contracts. The County reserves the right to select the insurance carrier who shall provide such benefits, as long as the benefits are not less than those presently provided by the County.

2. Upon retirement a Correction Officer who is a member of P.E.R.S. and/or the Police and Firemen's Retirement System, may join the New Jersey Blue Cross/Blue Shield Pension Program through the New Jersey State Division of Pensions and pay the group premium. A Correction Officer who is a member of the P.E.R.S. and/or the Police and Firemen's Retirement System shall have life

insurance coverage at three sixteenths (3/16ths) of his last year's salary with the County, without costs or at the amount provided by the appropriate Legislation for employees who are members of the Police and Firemen's Retirement System.

3. Upon retirement a Correction Officer who is a member of the Essex County Pension Program may continue his New Jersey Blue Cross/Blue Shield Insurance and \$2,000 life insurance by paying group rate premiums therefor.

4. The County will continue to provide the existing prescription plan, or a plan which provides at least the same level of coverage.

ARTICLE XXII. DIFFERENTIAL AND HOURS OF WORK

1. The present regular shifts for employees are as follows:

First Shift - 12 midnight to 8:00 a.m.

Second Shift - 8:00 a.m. to 4:00 p.m.

Third Shift - 4:00 p.m. to 12:00 midnight

2. The first and third shifts shall have an equal shift differential of .30 cents per hour.

3. Except in case of emergency, all employees shall receive a paid one-half (1/2) hour lunch period per shift. The practice with respect to the supplying of food shall be continued.

4. When staffing permits, Correction Officers assigned to the main building for a full shift shall be granted a fifteen (15) minute break in the morning and in the afternoon at such time as may be designated by supervision.

ARTICLE XXIII. SECURITY

1. Every effort will be made (within the limitation of staffing) to assign Correction Officers to groups of inmates in the custody of Trade Instructors for the purpose of security and maintenance of order.

2. Within the limitations of staffing the County will implement and continue two (2) person patrols on a twenty-four (24) hour basis.

3. All Correction Officers shall be requalified in the 38 Police Revolver twice a year and requalified in such other weapons and procedures as the County deems advisable.

ARTICLE XXIV. MISCELLANEOUS

1. The Association shall have the use of three (3) separate bulletin boards for the posting of notices relating to meetings and official business only. No notice shall be posted until it has been submitted to the Administrator.

2. Employees will be advised on an annual basis of the yearly audit of their total sick days and time due days. On a monthly basis, employees may ascertain from supervision the status of their sick time and time due.

3. The County will continue in its attempt to develop job descriptions and standard operating procedures for all positions at the institution.

4. In the event the County institutes any benefit during the term of this Agreement which is to be applied uniformly for all County employees, that benefit shall be granted to employees of this unit on the same date it become due effective for other County employees, notwithstanding the effective date is before the expiration date of this Agreement.

ARTICLE XXV. BEREAVEMENT LEAVE

Three days with pay will be granted during the absence from duty of employees when such absence is caused by the death and attendance at funeral of a spouse, child, mother, father, sister, brother, grandparent, grandchild, mother-in-law or father-in-law.

ARTICLE XXVI. RETROACTIVE PAYMENTS TO EMPLOYEES ESTATE

All retroactive salary increases are to be paid to the estate of any employees who died during the period that the retroactive salary increase covers.

ARTICLE XXVII. PAYMENT BY SEPARATE CHECK

Any retroactive monies are to be paid by separate check by the County, if possible.

ARTICLE XXVIII. AGENCY SHOP

Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join the Union within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85) percent of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may

revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments.

The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

The Union agrees that it will indemnify and save harmless the County against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the County at the request of the Union under this Article.

ARTICLE XXIX. TERMS OF THIS CONTRACT

This Agreement shall continue in full force and effect until December 31, 1986 or until a new and substituted Agreement is negotiated and executed, whichever event shall last occur.

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION
LOCAL 157

COUNTY OF ESSEX
NEW JERSEY

LOUIS GUARDABASCIO, PRESIDENT

PETER SHAPIRO
COUNTY EXECUTIVE

ATTEST:

DANIEL W. GIBSON, JR.
CLERK TO THE BOARD OF
CHOSEN FREEHOLDERS

APPROVED AS TO FORM &
LEGALITY:


DAVID BEN-ASHER, ESQ.